

## AMENDMENT TO LEASE

THIS AMENDMENT (the "Amendment") is entered into, effective as of December 1, 2019 (the "Effective Date"), between 931 on 9th, LLC, a North Dakota Limited Partnership ("Landlord"), and Red River Subs, Inc. ("Tenant").

- A. Landlord and Tenant are parties to a certain lease agreement dated November 13, 2009 (the "**Original Lease**"). The Original Lease shall be referred to herein collectively as the "**Lease**." Pursuant to the Lease, Tenant is leasing approximately 1,807 square feet (as more specifically identified in the Lease, the "**Premises**"), in the building located at 931 S 9th St, Bismarck ND 58504
- B. The current term of the lease is scheduled to expire on November 30, 2019. Through this Amendment, Tenant has opted to exercise its right to renew based on the Original Lease for an additional 5 years at a rate of \$16.94 per sq foot.

THEREFORE, FOR VALUABLE CONSIDERATION, Landlord and Tenant agree as follows:

1. Extension of Term: The Term of the Lease is hereby extended for a period of 60 months, commencing on December 1, 2019, and continuing through November 30, 2024 (hereinafter, the "**Extension Term**"), unless sooner terminated in accordance with the terms of the Lease.
2. Rent for Extension Term: Commencing on December 1, 2019 and continuing on the first day of each and every calendar month after said date during the Extension Term, Tenant shall pay Minimum Rent to Landlord, in advance, without offset or deduction, in monthly installments in strict accordance with the following schedule.

<u>Months</u>	<u>Annualized</u>	<u>Monthly</u>	<u>Rate/sf</u>
12/1/2019 through 11/30/2024	\$30,619.20	\$2,551.60	\$16.94

3. Tenant Improvements: Landlord is providing the Premises to Tenant during the Extension Term in their current "AS IS" condition, without representation or warranty of any kind. Landlord shall have no obligation to make any modifications or alterations to the Premises. Any improvements made to the Premises by Tenant shall be at Tenant's sole expense. Tenant's retaining possession of the Premises at the commencement of the Extension Term shall be the conclusive evidence as against Tenant that the Premises were in satisfactory condition as of said date.
4. This Amendment is integrated into and made a part of the Lease. Except as specifically otherwise provided herein, all other terms and conditions of the Lease, as hereby amended, are ratified and confirmed and shall remain unchanged and in full force and effect. In the event of any conflict between this Amendment and the Lease, the terms

and conditions of this Amendment shall govern control. Capitalized terms used herein but not defined herein have the meanings assigned to such terms in the Lease. The Lease, as amended by this Amendment, constitutes the understanding between parties relating to the subject matter of this Amendment, and all prior agreements, proposals, negotiations, understandings and correspondence between the parties in this regard, whether written or oral, are superseded and merged with this Amendment. Both parties have obtained any and all necessary consents and/or approvals prior to executing this Amendment. This Amendment is binding on and inures to the benefit of Landlord and Tenant and their respective successors and assigns.

IN WITNESS WHEREOF, each party to this Amendment has caused it to be executed as of the Effective Date.

**LANDLORD:**

931 ON 9TH, LLC

By: 

Name: Robert Vander Vorst

Title: President

**TENANT:**

RED RIVER SUBS, INC.

By: 

Name: Todd Beedy

Title: President